

EXHIBIT "7"

GLYNN HARTT
et al

VS.

FLAGSHIP CREDIT CORPORATION

United States District Court For The Eastern District of Pennsylvania
case no. 10 - 822

EXPERT REPORT OF
IMPROVEMENT OF CREDIT
RATING BY THE PROPOSED
CLASS ACTION SETTLEMENT

by David A. Stivers

SCOPE OF REPORT

INTRODUCTION

I have been engaged by Lundy, Flitter, Beldecos & Berger, counsel for the Plaintiffs, Mr. Glynn Hartt and other persons similarly situated, in the case: Glynn Hartt, et al vs. Flagship Credit Corporation, to be tried within the United States District Court For The Eastern District Of Pennsylvania, identified as case number 10-822. I have been asked to examine relevant documents, court filings, deposition transcripts, and any other information I deem appropriate with respect to this case, in order to determine whether, based on my background, career experience, and knowledge in the field of consumer credit and impairment of credit, I can offer independent opinions on certain pertinent issues in the case.

A complete list of the documents, testimony, and/or materials that I considered in formulating the opinions published herein may be viewed before the epilogue. A copy of my resume is attached to the conclusion of this report, in addition to copy of my engagement letter in this matter which sets forth my compensation for my study and testimony in this matter. A listing of all other cases in which I have testified as an expert at trial or in a deposition, including but not limited to those cases within the preceding four years, is also attached. My \$250 hourly rate for work as a consultant and expert witness is the identical rate for all of my time devoted to this case.

Based on my review of the evidence and on my knowledge and experience, I have reached several expert opinions that are described in detail in this report. My opinions are summarized following the Table of Contents:

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O P I N I O N S

These are my opinions, based upon a reasonable degree of certainty and expertise in the study of credit evaluation and impairment of credit:

1. Updating a credit account status from "charge-off" to "settled, zero balance" will substantially improve the credit rating of all class members in this case. All are likely to benefit.
2. Prior to changing this loan status from "charge-off" to "settled, zero balance", if any class member were to apply for a loan or a home mortgage in the future, and the prior "charge-off" rating were to become known to prospective lenders, it would continue to adversely impact class members due to "risk-rate" lending.
3. If a status of "charge-off" were continued to be listed for the class members, this would likely adversely impact their ability to qualify for insurance coverage at affordable rates.
4. Changing the loan account status from "charge-off" to "settled, zero balance" will reduce the chance that an "adverse action" will occur for class members.
5. Deleting the tradeline, if selected as an alternative method of credit relief, will also benefit the class members, by making the account no longer visible to credit scoring.

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6. By changing loan account status from "charge-off" to "settled, zero balance" or by deleting a derogatory tradeline (that lists a vehicle repossession) entirely, either action will henceforth reduce the chance that the class members will be subjected to "payment packing" in other credit that they may apply for.

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BASIS OF OPINIONS

1. Updating a credit account status from "charge-off" to "settled, zero balance" will substantially improve the credit rating of all class members in this case. All are likely to benefit.

Algorithms utilized to compute credit scores are well-kept trade secrets. Algorithm is a formula designed to direct a computer to solve a math problem. At national credit bureaus, computer-installed algorithm instruct the computers how to calculate what impact a person's payment history has on a credit score. This is well known within the credit-granting industry.

Modern technology has created a number that ranks people according to perceived credit risk, and knowing it, has become part of an individual's privacy. For those authorized to pull a credit report, sensitive credit data will not only reveal names of current and past creditors, but also one's overall "credit score". To compare the levels of perceived risk of loaning to individual credit applicants a computerized numerical score is calculated, a score that changes constantly. The Fair Isaac Corporation has created a model for individual credit scoring, an algorithm that has been historically emulated by the other credit bureaus. Credit scores bear these names, according to which credit bureau is marketing them:

EQUIFAX Beacon score

TRANS UNION Empirica score

EXPERIAN Fair Isaac score

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Based upon my experience in reading how a change in the status of an account may affect one's overall credit standing and calculation of credit score, updating one's credit account status from "charge-off" to "settled, zero balance" will improve one's credit score in a range of from twenty five up to sixty points. The amount of the credit score increase will depend upon the number of other credit accounts listed, the types of accounts listed, and their payment histories. Credit score increases will be a benefit to all class members.

In the Documents Reviewed section found at the conclusion of my report one will observe this item:

16. www.myfico.com

Credit reports provided for examination here provide three score types. On its website (www.myfico.com), the Fair Isaac Corporation lists the five major categories of account-related information that are used in the statistical model. Certain information that a prospective creditor typically takes into consideration (career stability, gross income, disposable income, or potentially liquid assets) is not considered within the process of calculating a Fair Isaac "generic" score. Proportional percentage of importance (often referred to as the data's "weight") is also published on this website, as follows:

- a. payment history -- 35 %
- b. amounts owed -- 30 %
- c. length of credit history -- 12 %
- d. new credit -- 10 %
- e. types of credit used -- 10 %

Many credit applications are graded primarily on applicant's credit score. Hence, an improvement in one's credit score, especially up into another "tier", will earn the applicant a lower interest rate, and in some cases save on fees.

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Contact information for bureaus that collect payment histories of people, often referred to as "consumer reporting agency", to order an updated report, is:

United States

Equifax
P.O. Box 740241
Atlanta, Georgia 30374-0241
1 - 800 - 997 - 2493

Trans Union
P.O. Box 1000
Chester, Pennsylvania 19022
1 - 800 - 888 - 4213

Experian
P.O. Box 2104
Allen, Texas 75013-2104
1 - 888 - 397 - 3742

Innovis
P.O. Box 1358
Columbus, Ohio 43216
800 - 457 - 0247

United Kingdom

Equifax UK
Dept. 1E
P.O. Box 3001
Glasgow G81 2DT
telephone 0990 783783

Experian UK
P.O. Box 8000
Nottingham, England
NG1 5GX
telephone 0115 976 8747

2. Prior to changing this loan status from "charge-off" to "settled, zero balance", if any class member were to apply for a loan or a home mortgage in the future, and the prior "charge-off" rating were to become known to prospective lenders, it would continue to adversely impact class members due to "risk-rate" lending.

"Risk-rate" lending, wherein the lender charges higher rates for people that are perceived as "high risk", and lower rates for "low risk" loan applicants (e.g. with a spotless credit history), has developed into a common lending business theory / practice guiding loan officers throughout the United States. A credit "tier system", assigning perceived risk levels a grade (as in school) is often utilized here, drawing the line between groups of many loan applicants. They are then assigned a minimum interest rate, according to the "tier" or level of measured perceived risk, that is greatly influenced by derogatory credit data, even if not currently published in a credit bureau report, if it was so previously, and has been discovered by other means.

Historically, major lending institutions have used fifty-point increments in drawing the line in separating "tier" levels that grade one's creditworthiness. Bank of America, Wells Fargo, and Chase Manhattan Bank are examples of lending institutions that have used fifty-point increments.

Based upon my experience in reading how a change in the status of an account may affect one's overall credit standing and calculation of credit score, updating one's credit account status from "charge-off" to "settled, zero balance" will improve one's credit score in a range of from twenty five up to sixty points. The amount of the credit score increase will depend upon the number of other credit accounts listed, the types of accounts listed, and their payment histories. Credit score increases will be a benefit to all class members.

Improvement from a tier up to the next highest level will mathematically occur in most cases, if their scores improve from twenty five up to sixty points. A higher tier level will result in reclassification as less risky to loan money to. Reclassification will not only result in a higher probability of a credit approval, being perceived as more creditworthy will induce prospective lenders to require a lower minimum interest rate to be charged to the borrowers, both initially and long -term, in the case of those applying for revolving credit (e.g. a VISA card).

Derogatory credit information, such as a "charge-off" status previously published in the credit reports of class members, has likely caused financial consequences and harm in other ways, and would continue to do so except for proposed credit reporting changes from "charge-off" to "settled, zero balance". Both short and long-term, this proposed status change will reduce consumer credit costs of necessities and other expenses that people will normally incur. All class members will benefit.

How much will class members potentially save from a tier level change? It will depend on the amount borrowed, the loan term, and how much lower the interest rate has dropped, as a result of being classified as more creditworthy. Savings amount is a function of mathematics.

A type of loan that class members are likely to apply for is an auto loan. If one were to borrow \$30,000.00 for seven years for a selected automobile, and a credit score improvement elevated the borrower to one tier level higher, this may reduced the interest rate in a range from two percent up to six percent. Selecting an average of four (4%) percent reduction in annual percentage rate, according to my Texas Instruments BAII Plus calculator, the savings would be \$4,445.04 over the loan term.

In an example of a less expensive vehicle, with a shorter auto loan term, borrowing \$15,000.00 for six years, the savings would be \$1,575.00 over term. Furthermore, by paying a lower interest rate, a borrower will build equity faster. A greater amount of equity (difference between car value and loan balance due) is historically a measure of prudence and creditworthiness of the borrower(s). More equity translates into more creditworthiness.

In a home mortgage, a lower "tier" classification may increase the rate by as much as fifty (50%) percent or more, as it varies among prospective lenders. How might people comprehend what appears to be a 50 % rate hike ?

For example, if the applicant qualifies for an annual percentage rate of 7.50 % on a loan due to the impact of derogatory credit (e.g. a "charge-off" ... but would have been eligible at a competing lending institution for a 5.00 % rate had it been reported as "settled, zero balance" (e.g. not listed as a "charge-off") ... damage to such a consumer may appear at first glance to be a cumulative interest dollar cost increase of fifty (50 %) percent more over the entire term.

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Therefore, if a home mortgage contract in this example costs a borrower \$150,000 in total finance charge at a 7.50 % annual percentage rate over the entire length of the loan, a 5.00 % rate will appear to save a borrower \$50,000 (actually, it is more, illustrated in the next example). Moreover, the scheduled monthly payment would have been significantly less, allowing the consumer(s) greater disposable income and a more enjoyable lifestyle.

Actual computation of impact of higher interest may be observed below. In these comparisons, we are financing \$100,000 for a 30 year (360 months) term:

% rate	payment	total of payments	interest \$\$ total
5.00	536.82	193,255.20	93,255.20
6.00	599.55	215,838.00	115,838.00
7.50	699.21	251,715.60	151,715.60
8.00	733.76	264,153.60	164,153.60
9.00	804.62	289,663.20	189,663.20

Although the proportion of 7.50% to 5.00 % is an empirical 50% more, over the term of a thirty-year (360 months) home mortgage, added interest cost exceeds 50 %, verified by simple division:

$$\begin{array}{rcl}
 7.50 \% \text{ interest cost in dollars} & \$151,715.60 & \\
 & \underline{\hspace{1.5cm}} & = 1.6268862 \\
 5.00 \% \text{ interest cost in dollars} & \$93,255.20 &
 \end{array}$$

illustrating that a consumer would be paying approximately 63 % more in interest over the 30-year life of the \$100,000.00 mortgage.

Credit scoring systems, that assist lending institution managers in making a decision to approve a loan, as well as assess perceived lending risk, often employ a computer program of Fair Isaac model of mathematical curve. This mathematical curve, like the common credit scoring systems modeled after it, attempt to measure a "probability of pay-back", expressed as a ratio of good loans to an anticipated customer that pays late.

Lenders utilizing the Fair Isaac curve or similar credit scoring system rely heavily on information obtained by national bureaus in scoring an applicant. Any derogatory information may thereby trigger a rejection of a loan applicant. In circumstances where the applied for loan is granted in spite of a defaulted account (e.g. class member prior to a change to "settled, zero balance" status) may be subjected to higher interest rates, to off-set a perceived greater loan risk.

Risk-rate lending, a practice that once occurred only rarely by lenders, but that became popular among many lending institutions that followed the lead of the General Motors Acceptance Corporation's 1988 "tier system", has resulted in a rate structure likely charging poor people the highest rates. In that sense, it is truly regressive.

Expanding the previous calculation to figure the interest cost to borrow \$150,000.00 for thirty years at the identical sample interest rates, we obtain these numerical results:

% rate	payment	total of payments	interest \$\$ total
5.00	805.23	289,882.80	139,882.80
6.00	899.33	323,758.80	173,758.80
7.50	1,048.82	377,575.20	227,575.20
8.00	1,100.65	396,234.00	246,234.00
9.00	1,206.93	434,494.80	284,494.80

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As selling prices of homes continue to escalate, the probability improves of many consumers (who may buy a home years from now), to need to borrow as much as \$150,000 or more for a home mortgage at some point in the future.

Ratio of increased interest cost is almost identical to the \$100,000 example illustrating an approximate 63 % increase in total interest cost over the mortgage, when the rate is raised from 5.00 % up to 7.50 %, as a result of the derogatory credit history:

7.50 % interest cost in dollars	\$227,575.20	
	<u> </u>	= 1.626899
5.00 % interest cost in dollars	\$139,882.80	

Computing this 50 % proportional rate hike difference in added dollars projected over a 30-year mortgage, borrowing \$150,000.00, we subtract as follows:

\$227,575.20	interest total at 7.50 %
<u>--- 139,882.80</u>	interest total at 5.00 %
\$ 87,692.40	projected excess interest cost

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3. If a status of "charge-off" were continued to be listed for the class members, this would likely adversely impact their ability to qualify for insurance coverage at affordable rates.

Within the Documents Reviewed section at the conclusion of my report, an important reference book attesting to the contemporary use of credit reports for decision-making within our US insurance industry's "risk selection" process is titled (with corresponding document number):

11. Florida Life, Health And Variable Annuity Study Manual Nineteenth Edition

Within this study manual, that is utilized by accredited insurance schools in training prospective insurance agents in Florida, the following information pertaining to credit reports may be observed in the Principles Of Life Insurance section, in chapter # 9, titled as: Life Insurance Underwriting And Policy Issue.

Credit Reports (page # 170)

"Some applicants may prove to be poor credit risks, based on information obtained before a policy is issued. Thus, credit reports obtained from retail merchants' associations or other sources are a valuable underwriting tool in many cases."

"Applicants who have questionable credit ratings can cause an insurance company to lose money. Applicants with poor credit standings are likely to allow their policies to lapse within a short time, perhaps even before a second premium is paid. An insurance company can lose money on a policy that is quickly lapsed, because the insurer's expenses to acquire the policy cannot be recovered in a short period of time. It is possible, then, that home office underwriters will refuse to insure persons who have failed to pay their bills or who appear to be applying for more life insurance than they reasonably can afford."

Further down page # 170, the study manual includes this bullet point about the Fair Credit Reporting Act, regarding rejection of insurance applicants:

"If, based on an inspection or consumer report, the insurer rejects an application, the company must provide the applicant with the name and address of the consumer reporting agency that supplied the report."

Training of prospective insurance agents in Florida includes the concept that one's character, self discipline, reputation, acceptance of responsibility, as well as whether one's life is going downhill towards an insurance claim, can be best judged by the financial trends published in a person's credit report. Underwriting's perception of this, and corresponding rejection or up-charging, was adopted throughout the world in recent years by major insurance carriers. To them, credit reports are a window into the future, when deciding whether to insure an applicant, and at what premium.

Most states, including Florida, have modeled their insurance codes after the New York Insurance Code, and offer coverage that is good in all 50 states. The National Association of Insurance Commissioners meets periodically to encourage uniformity among states in state insurance laws and regulations. All state insurance commissioners or directors participate in this organization. For this reason, what I have described here about the impact of derogatory data in a credit report upon one's ability to qualify for insurance coverage in Florida, would also be applicable to class members wherever they live within Texas, as well as anywhere else they may choose to reside.

Derogatory credit published in credit bureaus about class members has most likely interfered with their chance to buy insurance at a fair market price. The insurance industry as well as our government share a common definition of "fair market value", when viewing a negotiation and outcome of a transaction. According to the Internal Revenue Service (paraphrasing), the fair market value is the price at which the property would change hands between a willing buyer and a willing seller, when neither has the compulsion to buy or sell, and when both have reasonable knowledge of relevant facts:

U.S. Treasury Regulation 1.170-1(c) (item # 14 among Documents Reviewed)

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An example of the added cost to consumers with recent credit problems, with respect to insurance, is the business routine of requesting a credit report, not just upon application, but also at the time a policy is up for periodic renewal. In an auto policy, for instance, even in cases where the consumer has had no moving violations, tickets, accidents, claims, or other act indicating higher risk, some insurance companies have inflated the premium upon periodic renewal. This business strategy flows from the following perceptions caused and fueled by recent derogatory credit:

- a. If the insured applies elsewhere, the premium would also be higher.
- b. Deteriorating credit is an indication of a trend of failure in one's life, that will increase the probability of an insurance claim.

4. Changing the loan account status from "charge-off" to "settled, zero balance" will reduce the chance that an "adverse action" will occur for class members.

The Fair Credit Reporting Act (15 U.S.C. sec. 1681), originally passed by our Congress in 1970, is a guideline related to US consumer credit reporting. An "adverse action" is defined under section # 603, and includes the following actions or results that flow from derogatory data that has been observed in a person's credit report:

- a. unfavorable change in credit or contract terms
- b. denial or cancellation of credit or insurance
- c. denial of employment

At some point in the future, class members may wish to change careers and work in another credit-sensitive job, e.g. contracting with the government. This may require them to be subjected to a "Q" clearance investigation.

Historically, a "Q" clearance has been the highest level of clearance in military or other high-security-sensitive positions, for people who are "cleared". Civilian career positions often require some level of clearance to be carried out. For example, a civilian-owned construction company that is contracted to build or modify a structure in a high-security area of a military base or similar facility may be asked to subject employees to a background examination by the FBI. Cost of conducting and completing a "Q" clearance investigation is expensive. For example, in such an investigation, the Federal Bureau of Investigation has historically sent an agent to interview a clearance applicant's school teachers, from as far back as grade school, to adequately verify a person's background. This can be time-consuming.

In order to save both time and money, a variety of entities desiring to do a thorough background check have routinely pulled the applicant's credit report. As a first step in such an investigation process, information in a credit report will inform the investigator as to whether it is necessary to continue searching. In cases where an applicant's credit report reveals derogatory credit that would automatically disqualify the applicant, and the investigation is thereby halted, such a disappointing credit report is commonly referred to as a "show stopper", in the vernacular of the credit evaluation and lending trade.

Important to accomplish is to become what is called a "money-planner". An indication of this is the measurement of how well one is able to manage one's personal affairs, in terms of self-discipline and planning for the future. Since what is past is prologue when predicting how most people may perform, one of the most frequently-relied-upon indications of one's self-discipline and personal management skills is an updated report from a major credit bureau. For example, in our military as well as many other other career opportunities, a credit report is often viewed to be a window into one's future performance. Historically, people serving in our military have seen their tours of duty ended, simply because of derogatory payment history published in one credit report. For some people, reports from several bureaus may be even more revealing. Credit reports have become the contemporary "permanent record" with respect to revealing whether a person is responsible.

Additional items listed in the Documents Reviewed section, that serve to illustrate the potential impact of derogatory credit data upon one's employment, include the following:

17. websites of Equifax, Trans Union, Experian and Innovis for their contact info
18. The New Lexicon Webster's Dictionary Of The English Language 1988
19. article: Sack on Defamation, Slander, and Related Problems
by Robert D. Sack.
20. FindLaw and LexisNexis printouts on U.S. Supreme Court case of:
Dun & Bradstreet, Inc. vs. Greenmoss Builders (472 U.S. 749 (1985))

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21. FindLaw and LexisNexis printouts on U.S. District of Columbia Court of Appeals case of:

Trans Union Corporation vs. Federal Trade Commission (April 2001)
00-1141

22. February 2002 United States General Accounting Office report
GAO-02-424T

23. March 2002 United States General Accounting Office report # GAO-02-363

24. June 2002 United States General Accounting Office report # GAO-02-766

25. July 2003 United States General Accounting Office report #GAO-03-1036T

26. deposition transcript of Jeffrey Preece taken on March 28, 2002 in the case of:

Timothy G. Knapp vs. Americredit Financial Services, Inc.
Angela D. Knapp Cox Pontiac - Buick, Inc.
 d/b/a Crown Pontiac-Buick-GMC, Inc.
 Henry Marino

United States District Court
Southern District of West Virginia
civil case # 2:01 - 0788

27. article: Survey: Credit reports frequently contain errors
by Marcy Gordon of *The Associated Press*
published in The Palm Beach Post on June 18, 2004

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28. article: Approval to insure ID theft in Florida reflects trend
by David Sedore
published in The Palm Beach Post on February 17, 2005
29. article: ID victims' vulnerability lingers
by Rachel Konrad of *The Associated Press*
published in The Palm Beach Post on March 6, 2005
30. article: Sen. Nelson listens to ID theft victims
by Stephen Pounds
published in The Palm Beach Post on March 15, 2005
31. article: Your Credit Report: A guide to your financial fitness
by Stephen Pounds
published in The Palm Beach Post on August 7, 2005
32. article: Credit bureaus unite on scoring
by Eileen Alt Powell (the Associated Press)
published in The Palm Beach Post on March 15, 2006

5. Deleting the tradeline, if selected as an alternative method of credit relief, will also benefit the class members, by making the account no longer visible to credit scoring.

Deleting a loan account, that previously listed "charge-off" as its status, will reduce the chance that an "adverse action" will occur for class members. Credit bureaus can delete the account (tradeline) if instructed to do so by the subscriber (in this case, whichever entity that holds the contract at settlement). Deletion may be accomplished by utilizing "e-oscar", an internet program that permits a subscriber to make changes or delete a tradeline on the same day. Using "e-oscar" to do this would give class members immediate credit relief. This would be of great benefit them.

When people apply for credit, their "credit score" plays an important role. Deleting the tradeline would make the account no longer visible to this scoring. This is a permanent correction to their credit bureau files because the account is no longer shown, that it even existed.

In the Documents Reviewed section is this item that applies to repair of credit and to protecting the credit ratings of our citizens:

33. Consumer Credit Protection Act (public law 90-321, 82 Stat.) sec. 401-413

The above federal legislation, signed into law on September 30, 1996 by President Bill Clinton, is more commonly referred to in the lending industry as the Credit Repair Organizations Act (Title IV of the above-listed federal law) and may be called that (or as "C.R.O.A.") according to section 401 of this public law.

"Deleting the tradeline" repairs one's credit with respect to that tradeline in the most complete form, because the account disappears from the debtors' credit files, without leaving a hint the subscriber ever loaned out money to them. As a result, not only is the fact that a car repossession occurred totally vacated, but there is no indication that any type of settlement was negotiated, that might be interpreted by some to mean that the lender was not fully paid by the debtor. So, for these reasons, "deleting the tradeline" is the purest form of credit relief. This would be a great benefit to class members.

6. By changing loan account status from "charge-off" to "settled, zero balance" or by deleting a derogatory tradeline (that lists a vehicle repossession) entirely, either action will henceforth reduce the chance that the class members will be subjected to "payment packing" in other credit that they may apply for.

"Payment packing" is a category of business practices that includes a wide variety of tactics that ultimately inflates the monthly payment one must pay. Excellent examples of such tactics include:

- a. including ancillary products that were not authorized by the borrower
- b. inflating the annual percentage rate (A.P.R.) when it is not necessary
- c. selling the consumer inferior merchandise (at an above-market price)
- d. adding loan fees that would not be charged to those with good credit
- e. burying a hidden finance charge, to augment profit of seller or lender
- f. closing off a customer's options, causing unequal bargaining power

People who have derogatory credit listed in their national credit reports, such as the class members with a repossession listed from Flagship Credit, will be more vulnerable to "payment packing" practices when applying for credit. By changing loan account status from "charge-off" to "settled, zero balance" or by deleting a derogatory tradeline (that lists a vehicle repossession) entirely, either action will henceforth reduce the chance that the class members will be subjected to "payment packing" in other credit that they may apply for.

In a similar way, class members could be offered a lower starting salary, when applying for a job, due to an employment application-pulled credit report. If the credit report lists a Flagship Credit auto repossession with a deficiency, and as a result, the prospective employer substantially reduces the pay offered, it would be harder to pay bills causing a detriment similar to "payment packing".

Payment packing also undermines our standard of "fair market value". Our federal government, through the Internal Revenue Service, sets a standard that is applicable, by defining "fair market value" as what a willing buyer would pay a willing seller, when neither has to buy or sell, and both buyer and seller have adequate information to make an informed decision in their transaction. Concealment of added costs, as is commonly practiced in "payment packing", deprives the automobile buyer / lessee of the adequate information needed to make an informed decision.

The auto sales industry and our government share a common definition of "fair market value", when viewing the negotiation and outcome of a car sale. According to the Internal Revenue Service (paraphrasing), the fair market value is the price at which the property would change hands between a willing buyer and a willing seller, when neither has the compulsion to buy or sell, and when both have reasonable knowledge of relevant facts:

U.S. Treasury Regulation 1.170-1(c).

"Payment packing" business strategy / practice parallel similar activities of employees of some car dealerships, where balance to finance was inflated. Government supports my opinion, that "packing" is a mathematical deception.

Car buyers generally are neither knowledgeable nor calculator-equipped to perform the mathematical exercises necessary, to determine whether the monthly payment presented to them is an accurate result of a negotiated deal. People must and do depend upon dealership personnel, and their computers, to perform these computations and figure the monthly payment.

As a result of a thorough investigation of those other "payment packing" auto dealerships, the government declared it to be a deceptive sales practice. But which agency of the government ?

Ms. Christine Gregoire, the former Washington state Attorney General, ordered the investigation of car dealer "payment packing" practices in that state as well as a training program that taught and encouraged this very practice. Results of the investigation included the finding, that "payment packing" was being taught to car dealers and their employees throughout the United States. This identity of this case is:

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State of Washington vs. Dealer Resource Group, Inc. et al

Another excellent example of government taking the initiative to halt the "packing" activity of the largest-volume Chevrolet dealership in California was carried out by the California Department of Motor Vehicles, in its administrative investigation and action against Gunderson Chevrolet, in El Monte, California. Results of this investigation also concluded that dealership management was directly involved, in the "payment packing" scheme.

In both of the cases listed above, investigations concluded that "packing" was a mathematical deception, utilized to attempt to draw up a contract contrary to a negotiated agreement.

An excellent example that "payment packing" violates industry standards, so much so that the U.S. auto sales / finance industry has created schools to educate the dealership employees about the proper way to sell an automobile, including what practices are prohibited, such as transaction "payment packing", may be observed in documents I have reviewed in the case of:

Raymond Clausung vs. Toyota Of North Hollywood, Inc.
Donald Hankey
Chris Ashworth case # BC 303455

Superior Court, Los Angeles County, California

Witness deposition transcripts in the Clausung case, that inform readers about the industry teaching that "payment packing" is deceptive and prohibited, include:

deposition of Robert Poole taken on August 10, 2004 58 pages + exhibits

was then a field service manager for Toyota Financial Services (TFS) Company;
was a performance development manager for TFS;
monitored / provided training 5 years for Toyota Quality Financial Management

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deposition of Shaun Bryant taken on July 29, 2004 33 pages

was then a facilitator (teacher) at the University of Toyota in the TQFM program;
TQFM stands for Toyota Quality Financial Management;
defines "payment packing" as quoting a higher monthly payment;
at the University of Toyota, he teaches that payment packing is illegal

deposition of Dwight Mack taken on July 29, 2004 45 pages

was then a facilitator (teacher) at the University of Toyota, for five years;
at the University of Toyota, he teaches that payment packing is illegal

deposition of Mark Bishop taken on May 19, 2004 236 pages + exhibits

dealership finance manager who witnessed the "payment packing" practices;
attended Florida Atlantic University (Boca Raton, Florida) & Nova University;
took an installment lending course for 1 1/2 years with the American Institute of
Banking

Historically, the University of Toyota has instructed finance managers of
its Toyota dealerships that "payment packing" is unfair, deceptive and illegal.
For all Toyota dealerships nationwide, this "payment packing" prohibition is the
industry standard, and has been adopted by General Motors dealers as well.
Financial institutions across the United States also prohibit "payment packing",
and dealer management and its employees knew or should have known this.
Instead, management elected to engage in this profitable practice.

People who have derogatory credit listed in their national credit reports,
such as the class members with a repossession listed from Flagship Credit,
will be more vulnerable to "payment packing" practices when applying for credit.
Taking corrective action to prevent this will benefit them.

As additional pertinent evidence, testimonial or documentary, becomes available,
it is possible that I may formulate and develop new opinions or revise the opinions contained
in this Report.

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DOCUMENTS REVIEWED

1. letter dated March 24, 2011 from Cary L. Flitter to David A. Stivers
2. Memorandum, dated 7-7-10
3. Order, dated 7-7-10
4. Class Action Settlement Agreement And Release, dated 1-3-11
5. Order Certifying Settlement Class, Preliminarily Approving Class Settlement And Directing The Issuance Of Notice To The Class filed on 2-3-11
6. deposition of Robert Poole taken on August 10, 2004 58 pages + exhibits
7. deposition of Shaun Bryant taken on July 29, 2004 33 pages
8. deposition of Dwight Mack taken on July 29, 2004 45 pages
9. deposition of Mark Bishop taken on May 19, 2004 236 pages + exhibits
10. Florida General Lines Agent And Customer Representative Study Manual Thirteenth Edition
11. Florida Life, Health And Variable Annuity Study Manual Nineteenth Edition
12. code of ethics published by the National Automobile Dealers' Association
13. ethics guide published by the National Automobile Dealers' Association

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14. U.S. Treasury Regulation 1.170-1(c)

15. Fair Credit Reporting Act (15 U.S.C. sec. 1681)

other documents:

16. www.myfico.com

17. websites of Equifax, Trans Union, Experian and Innovis for their contact info

18. The New Lexicon Webster's Dictionary Of The English Language 1988

19. article: Sack on Defamation, Slander, and Related Problems
by Robert D. Sack.

20. FindLaw and LexisNexis printouts on U.S. Supreme Court case of:

Dun & Bradstreet, Inc. vs. Greenmoss Builders (472 U.S. 749 (1985)

21. FindLaw and LexisNexis printouts on U.S. District of Columbia Court of
Appeals case of:

Trans Union Corporation vs. Federal Trade Commission (April 2001)
00-1141

22. February 2002 United States General Accounting Office report
GAO-02-424T

23. March 2002 United States General Accounting Office report # GAO-02-363

24. June 2002 United States General Accounting Office report # GAO-02-766

25. July 2003 United States General Accounting Office report #GAO-03-1036T

by David A. Stivers: Glynn Hartt, et al vs. Flagship Credit Corporation 28

26. deposition transcript of Jeffrey Preece taken on March 28, 2002 in the case of.

Timothy G. Knapp vs. Americredit Financial Services, Inc.
Angela D. Knapp Cox Pontiac - Buick, Inc.
d/b/a Crown Pontiac-Buick-GMC, Inc.
Henry Marino

United States District Court
Southern District of West Virginia
civil case # 2:01 - 0788

27. article: Survey: Credit reports frequently contain errors
by Marcy Gordon of *The Associated Press*
published in The Palm Beach Post on June 18, 2004

28. article: Approval to insure ID theft in Florida reflects trend
by David Sedore
published in The Palm Beach Post on February 17, 2005

29. article: ID victims' vulnerability lingers
by Rachel Konrad of *The Associated Press*
published in The Palm Beach Post on March 6, 2005

30. article: Sen. Nelson listens to ID theft victims
by Stephen Pounds
published in The Palm Beach Post on March 15, 2005

31. article: Your Credit Report: A guide to your financial fitness
by Stephen Pounds
published in The Palm Beach Post on August 7, 2005

by David A. Stivers: Glynn Hartt, et al vs. Flagship Credit Corporation **29**

32. article: Credit bureaus unite on scoring
by Eileen Alt Powell (the Associated Press)
published in The Palm Beach Post on March 15, 2006
33. Consumer Credit Protection Act (public law 90-321, 82 Stat.) sec. 401-413

E P I L O G U E

In the retail automobile finance and subsequent repossession case of Glynn Hartt, et al vs. Flagship Credit Corporation, this evaluation report was prepared after my review of a listed selection of documents that pertain to the impact upon the class members' credit rating from the proposed settlement. When additional pertinent documents or information become available, I may formulate and develop new opinions.

I, David A. Stivers, completed my preparation of this evaluation report on March 28, 2011 at a specific request of Mr. Cary L. Flitter, Counsel for Plaintiffs, Mr. Glynn Hartt, and other consumers similarly situated.



David A. Stivers

Any questions regarding this case or the specific subject matter of this evaluation report should be directed to:

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Lundy, Flitter, Beldecos & Berger
450 N. Narberth Avenue
Narberth, Pennsylvania 19072
telephone (610) 668 - 0770
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David A. Stivers

CREDIT EVALUATION CONSULTANT

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TELEPHONE (561) 793 - 3150

FACSIMILE (561) 791 - 1066

David@Know-Credit.com

Education:

University: 1978: Bachelor of Arts Degree from the University of New Mexico
college activities: Swim Team, Wind Ensemble, Public Interest Research Group

Language skills: English, German, and Spanish.

Florida insurance licenses: General Lines (including auto / casualty), Life, Health

Credit / Lending Industry Schools & Seminars:

General Motors Corporation
Ford Motor Company
Chrysler Corporation
Equifax (C.B.I.) Training Plan
Toyota Motor Credit Program
Experian (TRW) Credit Class
Trans Union Credit Program

GMAC Credit & Lease Management
Red Carpet Lease / Credit Program
Chrysler Credit Evaluation Seminar
Oxford Resources - Credit Seminar
A.D.S. Finance Management Plan
Citicorp; Nissan Motor Acceptance
Gold Coast School of Insurance

Auto Sales & Lending Industry Career & Experience:

Over twenty years ago I began arranging car loans, ultimately promoted to these key positions of responsibility in car dealership & multi-dealership management:

Director of Finance
Business Manager
Finance & Insurance Manager
General Finance Manager
New Car Sales Manager
Used Car Sales Manager

Credit Evaluation Specialist
Insurance Policy Evaluator
Credit Bureau Report Analyst
Computer System Trainer
Analysis Report Author
Business Ethics Lecturer

Experience in Credit / Lending Industry:

Evaluated & processed over 40,000 credit applications w/ credit bureau reports.
Formulated over 10,000 credit extension decisions, conferring with bank officers.

Guest Speaker Engagements:

Lecturer on subjects of credit extension, lending practices, and credit scoring to:
Florida Office of the Comptroller (2001) Washington Attorney General (1998)
Nevada Attorney General (2004) California Motor Vehicle Dept. (2001)
California credit conference (2001 & 4) Fair Credit Reporting Act Conference
National Association Consumer Agency Administrators conferences (2002, 3, 7)
Palm Beach County Bar Association on topics of credit & disclosure (1995 - 97)

1995 - 2011 Career Media Coverage: Television, Radio & Newspaper interviews

<i>ABC's Prime Time Live 20/20</i>	<i>NBC's TODAY</i>	<i>The Philadelphia Inquirer</i>
<i>The Wall Street Journal</i>	<i>The Miami Herald</i>	<i>Miami - Dade Cable Cap TV</i>
<i>The Plain Dealer (Cleveland)</i>	<i>Forbes.com</i>	<i>The Palm Beach Post</i>
<i>Ft. Lauderdale Sun-Sentinel</i>	<i>The Detroit News</i>	<i>WCHB AM radio in Detroit</i>
<i>The London Daily Express</i>	<i>Belfast Telegraph</i>	<i>KHOU TV (CBS) in Houston</i>
<i>CBS Evening News, CBS-12</i>	<i>Kiplinger Report</i>	<i>The Scotsman (Great Britain)</i>
<i>The Orlando Sentinel</i>	<i>Birmingham News</i>	<i>Daily Business Review</i>
<i>NBC News, Steals & Deals</i>	<i>The Boston Globe</i>	<i>The Washington Post</i>

Credit Damage Consultation & Expert Witness Capabilities:

credit report evaluation	Federal Truth-In-Lending	damages assessment
discrimination in lending	consumer leasing act	justifiable reliance
consumer transactions	Magnuson-Moss	financial calculations
modern credit scoring	credit reputation slander	evaluate testimony
types of credit damages	Fair Credit Reporting Act	identify sales systems
role of lending institutions	unfair & deceptive trade	bad faith ramifications
permissible credit access	auto warranty programs	insurance issues
credit extension practices	consumer fraud	unfair debt collection
disclosure to consumers	civil theft or conversion	pressure sales tactics

Government Consultation & Pioneering of Consumer Legislation:

Florida Attorney General's Office	Federal Deposit Insurance Corporation
Federal Bureau of Investigation	Florida States Attorney's Office
Florida Department of Insurance	United States Federal Reserve Board
United States Treasury Department	Office of the Comptroller of the Currency

new law October 1, 1995 by the Florida legislature requiring key lease disclosure

Consultation for Consumer Action Groups, Attorneys, & Class Actions:

New York, Florida, Alabama & California lawfirms specializing in class actions
Ralph Nader's Center For The Study Of Responsive Law
Attorneys representing victimized consumers or defending automobile dealers
Key-note speaker for 1997 conference of attorneys general & consumer lawyers
Lecturer at Fair Credit Reporting Act conferences in 2002, '03, '06 on "damages"

Judicial Recognition & Legislative Commendation:

Judges have granted me status of "expert" in federal, state court, and arbitration.
The New Mexico state legislature passed a law commending me for my integrity.
At a request of the federal judiciary, I testified on credit monetary damage issues.

Community Involvement

Boy Scouts of America: honored with Eagle Scout Award, sponsor of recognition
elected and served as President of our superb Palm Beach Atlantic Symphony



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LIST OF MY CASES, TESTIFYING IN TRIAL OR DEPOSITION

Judith Downs vs. Palm Beach Toyota, et al
circuit court, Palm Beach County, Florida

Irwin Gottlieb vs. Palm Beach Toyota, et al
circuit court, Palm Beach County, Florida

Charles Fuller vs. Palm Beach Toyota, et al
circuit court, Palm Beach County, Florida

Sophie Korwek vs. Schumacher Buick, et al
circuit court, Palm Beach County, Florida

Jane Rankine vs. Palm Beach Lincoln-Mercury
circuit court, Palm Beach County, Florida

Carteris & Remley vs. Stewart Pontiac
circuit court, Palm Beach County, Florida

Kathleen Volpe vs. Schumacher Buick-Oldsmobile
circuit court, Palm Beach County, Florida

Edwards Cummings vs. Warren Henry Motors
circuit court, Broward County, Florida

Robert V. & Elizabeth P. Brownlee vs. Al Packer Ford
circuit court, Palm Beach County, Florida

World Omni Financial Corporation vs. Bruce L. & Tamara H. Taylor
circuit court, Broward County, Florida

Thomas J. Saporito vs. Wallace Nissan, et al
circuit court, Palm Beach County, Florida

Walter B. & Dorothy A. Russell vs. Jim Peacock Dodge, et al
circuit court, Volusia County, Florida

Hudson vs. Terry Taylor Deland Nissan
circuit court, Deland, Florida

Eric G. Facey vs. West Palm Nissan, et al
circuit court, Palm Beach County, Florida

Mildred Parrish vs. World Omni Financial Corporation, et al
federal court, Alabama, southern district

Cora L. Jones vs. Mike Junkin Ford, Inc.
Shirley Wright Ford Motor Credit Company
county court, Pickens County, Alabama

Ronald Laesser vs. Ed Morse Cadillac
General Motors Corporation
General Motors Acceptance Corporation
circuit court, Palm Beach County, Florida

Alberto Salas vs. Miami Honda

circuit court, Dade County, Florida

Mitchell & Elsa Kay vs. Morse Operations, Inc. d/b/a Delray Toyota

circuit court, Palm Beach County, Florida

Roger A. Even vs. Courtesy Pontiac

Pamela Even

Bank of America Auto Financial Corporation

state court, Clark County, Nevada

Sandra L. Soto vs. Esserman Nissan, et al

circuit court, Dade County, Florida

James K. Lawless vs. Freedom Dodge Jeep Eagle, Inc.

state court, Lexington, Kentucky

Jerry Flynn vs. White Chrysler-Plymouth-Dodge of Ripley, Inc., et al

Carla Flynn

circuit court, Kanawha County, West Virginia

Russell MacClellan vs. Daimler Chrysler Corporation, et al

Nancy MacClellan Courts Motors, Inc.

circuit court, Kanawha County, West Virginia

Priscilla Trevillion vs. Credit Acceptance Corporation, et al

county court, Summit County, Ohio

Credit Acceptance Corporation vs. Adam Chuluda, et al

county court, Summit County, Ohio

Rodney Paolinetti vs. Roulette Dealership Group, Inc.

d/b/a Courtesy Chevrolet-Geo

state court, San Jose, California

Leo L. Belton, Jr. vs. Ford Motor Company, et al
county court, Summit County, Ohio

Beverly J. Perry vs. Century Ford, Inc., et al
state court, Fresno, California

Johnetta Scott vs. Borton Motors, Inc.
circuit court, Palm Beach County, Florida

Wilbur Gross vs. Spitzer Buick, Inc., et al
county court, Summit County, Ohio

Isabel G. Cisneros vs. Sanger Ford - Mercury, Inc., et al
state court, Fresno, California

Kenneth S. O'Neal vs. Ganley Dodge, Inc.
Common Pleas Court, Cuyahoga County, Ohio

Roger Nichols vs. Family Ford, Inc. d/b/a Brandon Ford
Frances Nichols
circuit court, Plant City, Florida

National City Bank vs. Bettie J. Davidson vs. Klaben Ford, Inc.
Richard Davidson
county court, Summit County, Ohio

Vicki Parisi vs. Fred Godard Ford, et al
county court, Summit County, Ohio

Josephina Esquivel vs. Century Ford, Inc., et al
Pilar Esquivel
state court, Fresno, California

Neng Vang vs. Century Ford / Mazda, Inc., et al
Yer Kong

state court, Fresno, California

Elane Yeh vs. Falore Nissan, et al

state court, San Jose, California

Estella Knight vs. Palm Auto Plaza, Inc. d/b/a Palm Beach Toyota
Sharlene Satchell Primus Automotive Financial Services
circuit court, Palm Beach County, Florida

Suntrust, South Florida, National Association vs. Thelma B. Johnson
f/k/a Sun Bank / South Florida, N.A. vs.
Palm Beach Imports, Inc. d/b/a
Braman Honda Of Palm Beach

circuit court, Palm Beach County, Florida

John M. Chadwick vs. Chevrolet Motor Division of General Motors Corporation
state court, Maricopa County, Arizona

Jean Marie LeSueur vs. Stewart Agency, Inc.
Bernadette LeSueur d/b/a Stewart Toyota of North Palm Beach
Shawmut Bank, FSB n/k/a Fleet National Bank

circuit court, Palm Beach County, Florida

Marcos Gonzales vs. Worthington Dodge of Carlsbad, Inc., et al
state court, San Diego, California

Richard William Alsen vs. Forest Lake Chrysler-Plymouth-Dodge, Inc., et al
county court, Stillwater, Minnesota

Rachelle Adams vs. Tom DuBose Chevrolet, Inc., et al
state court, Madera, California

Rodriguez vs. Boniface-Hiers Buick, Inc. & Universal Underwriters Insurance
vs.
Susan McDowell
Infinity Insurance Company
circuit court, Dade County, Florida

Elon J. O'Connor vs. Chrysler Corporation, et al
county court, Fairfax, Virginia

Jesse Freeman, Jr. vs. Bertone, Inc.
Precision Infiniti
Tony Denver
Michael Murphy
William Tobia
Robert Skinner
state court, Atlantic City, New Jersey

Bessie Smith, et al vs. Precision Chevrolet Oldsmobile
Callowhill Consumer Discount Company
Merv Taylor
Brett Denver
state court, Camden, New Jersey

Maureen McGlashing vs. R.L. Gomes, Inc.
Arbella Mutual Insurance Company
county court, Dedham, Massachusetts

Jeffrey Elghanayan vs. Beverly Hills Porsche
Susan Elghanayan Truck Insurance Exchange et al
state court, Los Angeles, California

Carmelita Burton vs. Ganley Nissan
Common Pleas Court, Cuyahoga County, Ohio

Kars Yes Financial, Inc. vs. DeWann White
state court, Los Angeles, California

Robert J. Tatum vs. General Motors Corporation
Carla L. Tatum Hadwin White Pontiac Buick GMC Trucks Subaru, Inc.
et al et al
common pleas court, Horry County, South Carolina

Frank Ferrara vs. Allstate Insurance Company
circuit court, Palm Beach County, Florida

William T. Snodgrass vs. Joe Holland Chevrolet, Inc.
Sybil A. Snodgrass
circuit court, Charleston, West Virginia

Wallace Lincoln-Mercury, Inc. vs. Susan Pinto
circuit court, Palm Beach County, Florida

German Colin, et al vs. Chapman Chandler Auto Sales, Inc., et al
state court, Maricopa County, Arizona

Erin Kibbee vs. Universal City Nissan, Inc., et al
state court, Los Angeles, California

Palm Auto Plaza, Inc. vs. Daisy Freeman
Martha Freeman.
circuit court, Palm Beach County, Florida

Glenene Tarrant vs. National Auto Credit, Inc. et al
Ricky Tarrant federal court, Northern District of Alabama

Braulio Rodriguez vs. Liberty Motors, Inc. d/b/a Liberty Chevrolet
Bank Of The West
Superior Court, Fresno County, California

Primus Automotive Financial Services, Inc. vs. Otto-Wal, Inc.
d/b/a Mazda American Credit
federal court, northern Ohio, western division

Frank H. Clark vs. Olive Kashick d/b/a R.C.M. Auto Brokers
Steven Kashick
county court, Dedham, Massachusetts

Roy Weiler vs. Wallace Lincoln-Mercury, Inc.
circuit court, Palm Beach County, Florida

Janice Sokol vs. Marina Motor Company
General Motors Acceptance Corporation
state court, San Jose, California

Patricia Speidel vs. Martin Chevrolet, Inc.
Bank One, Inc.
state court, Trumbull County, Ohio

Troy Vickery vs. Gaestel Motor Company, Inc. d/b/a Merced Toyota, et al
Shelly Vickery
state court, Modesto, California

Tomasa Gomez vs. Estate of Alfredo Perez
Sadie Rodriguez Shaver Auto Center
Shaver Automotive Group, Inc.
state court, Riverside, California

Dennis Johnson vs. Gulfco Finance, Inc.
Brenton Johnson Auto-matic Credit, Inc.
Tiffany Johnson
federal court, Middle District of Louisiana

Sharon Sommer, et al vs. Ford Motor Company
Mid-Valley Ford, Inc.
state court, McAllen, Texas

Dave Ohmer vs. Brookpark Big Lot
Fifth Third Bank of Northeast Ohio
Common Pleas Court, Cleveland, Ohio

Frederick L. Preston vs. Century Ford, Inc.
Janet Tumm Preston
state court, Fresno, California

Kendrick J. Hamilton vs. Hays Hyundai, Inc. d/b/a Hays Mazda, Inc.
chancery court, Davidson County
Tennessee

Fidelmar Diaz vs. Fresno Dodge, Inc.
Aida Diaz Wells Fargo Bank
state court, Fresno, California

Kenneth Coats vs. Keystone Chevrolet, Inc.
Patricia Coats
District Court, Tulsa County, Oklahoma

James C. Tanner, Jr. vs. Hill Kelly Dodge, Inc.
Chrysler Corporation
circuit court, Pensacola, Florida

Christine Story vs. Manteca Ford-Mercury, Inc., et al
Patrick Story
state court, Stockton, California

Mackenzie Kohl vs. Bostal Ltd., Inc. d/b/a Val Strough Honda
Taylor Kohl Monterey Federal Credit Union
state court, Alameda County, California

Regina Johnson vs. Hyundai Motor America, Inc.
Rita Case Cars, Inc.
d/b/a Rick Case Mitsubishi
Common Pleas Court, Cleveland, Ohio

Roque S. Richie vs. Tuttle-Click, Inc.
V.I.P. Services state court, Orange County, California

Tim Devito vs. Bob Krihwan Pontiac GMC Truck, Inc.
Renee DeVito
Common Pleas Court, Cleveland, Ohio

Joseph A. Bescos vs. Vince Wiese Chevrolet d/b/a Scott Irvin Chevrolet, et al
Superior Court, Northern Valley District
County of Los Angeles, California

Georgia Renner vs. Dan Gamel, Inc. d/b/a Fresno RV Center
David Soldana
Superior Court, Fresno County, California

Tashara Hudnell, et al vs. Berger Chevrolet, Inc.
General Motors Acceptance Corporation
United States District Court
Western District of Michigan
Southern Division

Shahab Perleschi vs. Mathew Zaheri Corporation d/b/a Volkswagen of Hayward
Mathew Zaheri
General Electric Capital Auto Leasing, Inc.
Superior Court, Alameda County, California

BancAmerica Auto Finance Corporation vs. Larry Whithorn
Superior Court, Riverside County, California

Michael C. Daugherty, Sr. vs. Razzari-Visalia, Inc. d/b/a Razzari Ford-Mitsubishi
Margarita D. Daugherty A J Acceptance Corporation
Superior Court, Tulare County, California

Willis Parker vs. Dan Gamel, Inc. d/b/a Dan Gamel's Fresno R.V. Center
Helen Parker Bombardier Capitol Florida, Inc.

Superior Court, Fresno County, California

Michael Dunnington vs. Fresno Dodge, Inc.
Retta Dunnington

Superior Court, Fresno County, California

Elizabeth Bryant vs. Walt Sweeney Automotive, Inc.
Richard Bryant Fifth Third Bank

Common Pleas Court, Hamilton County, Ohio

John Ertel vs. Towne Motors, Inc.
Fifth Third Bank

Common Pleas Court, Hamilton County, Ohio

Susan K. Geller, et al vs. Onyx Acceptance Corporation, et al

Superior Court, San Diego County, California

Donna Jones vs. Nissan Motor Acceptance Corporation
Wesley Jones Grand Strand Nissan, Inc.
Equifax Credit Information Services
Trans Union Corporation a/k/a Dyna-Fin, Inc.
Western Surety Company

Common Pleas Court, Horry County, South Carolina

Elise Zardus vs. Jim Norton Buick, Inc., et al

District Court, Tulsa County, Oklahoma

Mark Hartzfeld vs. Friendly Ford, Inc., et al

state court, Clark County, Nevada

Martin Luther King vs. King Motor Company of Fort Lauderdale
Primus Automotive Financial Services, Inc.
Kia Motors of America, Inc.

circuit court, Broward County, Florida

Angela L. Pearn vs. Daimler-Chrysler Corporation, et al

Common Pleas Court, Summit County, Ohio

Alan Johnson vs. The Lease Outlet, Inc.
Wells Fargo Leasing Corporation
d/b/a Wells Fargo Auto Finance, Inc.
et al

Superior Court, Sacramento County, California

Loretta Ramdial vs. American And Import Car Sales
d/b/a Jumbo Auto And Truck Sales
Premier Partners, Inc.

Circuit Court, Broward County, Florida

Jerry L. Rogers vs. Bingham Toyota, Inc.
Jerry A. Rogers

Superior Court, Fresno County, California

Tena Trotter vs. Doenges Brothers Ford, Inc.
Dolores Smith

District Court, Tulsa County, Oklahoma

Leisha Nickson, et al vs. Baker-Jackson Astrodome, L.L.C.
d/b/a Baker-Jackson Nissan

County Civil Court At Law # 2, Harris County, Texas

Timothy C. Bass vs. George P. Ballas Buick-GMC Truck, Inc.
Maria Bass

Common Pleas Court, Lucas County, Ohio

Robert Perrine, et al vs. Edgar Padilla Solis
Audi of Downtown Los Angeles
Felix Auto Center

Superior Court, Kern County, California

April L. McTeer vs. Team Nissan L.L.C.
Banc One Credit Company

Superior Court, Ventura County, California

Latasha Little vs. Potamkin Toyota, Inc.

Circuit Court, Dade County, Florida

Teri Lynn Decker vs. Santa Cruz Nissan
VW Credit, Inc.
Steve Butler
Scott Jarrett

Superior Court, Santa Cruz County, California

Craig Beaubien, et al vs. Gaestel Motor Company Inc. d/b/a Toyota of Merced

Superior Court, Merced County, California

George Dienemann vs. Autohaus, Inc.
Mercedes Benz Credit

Circuit Court, Broward County, Florida

Margaret Bradley vs. Ganley Oldsmobile, Inc.

Common Pleas Court, Cuyahoga County, Ohio

Yolanda Gilcrease vs. Ganley Oldsmobile, Inc.

Common Pleas Court, Cuyahoga County, Ohio

Beverly Taylor vs. United Management, Inc. d/b/a Westside Chrysler
Plymouth Jeep Eagle

U.S. District Court, Albuquerque, New Mexico

Greg Johnson vs. Decker Ford, Inc.
Joann Johnson Ford Motor Company
et al

Superior Court, Fresno County, California

Michael Gaines vs. Prestige Cars, Inc.
et al Donald D. Ball
Associates Financial Services Company Of California, Inc.

Superior Court, Fresno County, California

Ricky Dunn vs. Michael Cadillac, Inc. d/b/a Michael Automotive Center
Julie Dunn Arcadia Financial Corporation

Superior Court, Fresno County, California

Mercury Finance Company of Florida vs. Selwyn G. Gooden
Colleen Gooden

Circuit Court, Broward County, Florida

Eva McFarland vs. Ganley Pontiac Honda, Inc.

Common Pleas Court, Cuyahoga County, Ohio

Chris Phillips vs. Young Automotive Team, Inc. a/k/a Bonanza Motors
Teresa Phillips Chick Cameron

District Court of the Fifth Judicial District
Cassia County, Idaho

Aaron Michaels vs. Peoples Chrysler Plymouth Ford Jeep, Inc.

Superior Court, Butte County, California

Raul Mendoza vs. Gwen Lucci
Cars And Trucks 2000

Superior Court, San Diego County, California

Provident Bank vs. Eva J. Cypryla vs. Star Chevrolet, Inc.

Akron Municipal Court, Summit County, Ohio

Maria Alvarez vs. Hanford Chrysler-Plymouth-Dodge, Inc. d/b/a Liberty C-P-D
Leonel Alvarez Bank Of The West

Superior Court, Kings County, California

Oswald Lorenzo Giron vs. Courtesy Auto Sales, Inc.
Janet Wojcik CMAC, Inc.

United States District Court, District of Nebraska

Alfred Bell vs. City Side Wholesale Corporation, et al

Court of Common Pleas, Cuyahoga County, Ohio

Kathie Magill vs. Joe Johnson, Inc. d/b/a Joe Johnson Chevrolet
Donald Magill General Motors Corporation

Court of Common Pleas, Miami County, Ohio

Richard W. Turner vs. Joey's Auto Brokers, Inc.
TranSouth Financial Corporation

United States District Court
Southern District of Florida
Miami Division

Kelly A. Tinsley vs. Courts Motors, Inc.
Michael L. Tinsley DaimlerChrysler Corporation

circuit court, Kanawha County, West Virginia

Kelly Acker vs. G.F.B. Enterprises, L.L.C. d/b/a Lexus of Kendall

Circuit Court, Dade County, Florida

Timothy G. Knapp vs. Americredit Financial Services, Inc.
Angela D. Knapp Cox Pontiac-Buick, Inc. d/b/a Crown Pontiac-Buick-GMC
Henry Marino

United States District Court
Southern District of West Virginia

James Yoon vs. ERA Champion Real Estate, Inc.
Kyong Rae Ruebsamen
Gene D. Ruebsamen
Dale Gene Ruebsamen

Superior Court, Orange County, California

Rex L. Tandy vs. Raymond Marti d/b/a Beach Sales
Dave Sinclair Ford, Inc.

United States District Court
Southern District of Illinois

Wanda Duncan (Godwin) vs. Riverside Autoplex L.L.C.
Winston Godwin Ford Motor Credit Company
d/b/a Mazda American Credit

District Court, Pittsburg County, Oklahoma

Candida Ureno vs. Towbin Dodge, L.L.C. d/b/a Towbin Superstore
Wells Fargo Auto Finance, Inc.

United States District Court
District of Nevada

Wayne Pottinger vs. AutoNation U.S.A. Corporation d/b/a Maroone Toyota, Inc..

17th Circuit Court, Broward County, Florida

Madelein M. Dominguez vs. Ford Motor Company

17th Circuit Court, Broward County, Florida

Lynn Sweatman vs. Sonic -- North Charleston, Inc.

d/b/a Altman Lincoln-Mercury, Inc.

**United States District Court
District of South Carolina
Charleston Division**

Carol Rayhill vs. Reed Motors, Inc., et al

9th Circuit Court, Orange County, Florida

Ilkwon O vs. American Express Company

First Sierra Financial, Inc. a/k/a Sierracities.com

Hemar & Associates

Superior Court, Los Angeles County, California

Eduardo E. Diaz vs. Park Finance of Broward, Inc.

Associated Investigators, Inc.

15th Circuit Court, Palm Beach County, Florida

Shaun Mienke vs. Chapman Chrysler Plymouth Jeep, L.L.C.

Karen Mienke

a/k/a Chapman Dodge

District Court, Clark County, Nevada

Roderic County vs. American Credit Agencies, Inc.

Joann County

Pacific Bell Telephone Company

Superior Court, San Francisco County, California

Mack Mitchell Bost, II vs. General Motors Corporation, et al

Court of Common Pleas, 4th Judicial Circuit
Darlington County, South Carolina

William Franklin Robinson vs. Richardson Ford, L.L.C.
RLI Insurance Company

Court of Common Pleas, 15th Judicial Circuit
Horry County, South Carolina

Richard K. Miller vs. Richardson Ford, L.L.C.
Neal Fipps
RLI Insurance Company

Court of Common Pleas, 15th Judicial Circuit
Horry County, South Carolina

Edward Essayan vs. Allianz Life Insurance Company of North America
Health Plan Administrators, Inc.

United States District Court
Southern District of Florida
West Palm Beach Division

Ralph Potts, Sr. vs. AFCO Finance Corporation
Dorothy Potts

17th Circuit Court, Broward County, Florida

Bret Lee vs. Desert Dodge, Inc.
Carrie Lee

District Court, Clark County, Nevada

Hendrix Brewer vs. Monaco Coach Corporation
Rae Brewer Ford Motor Company
Tom Raper, Inc.
Firststar Bank, N.A.

Common Pleas Court, Montgomery County, Ohio

Linda Jones vs. Metro Chrysler-Plymouth, Inc.
Metro Dealerships
Independence Motor Sales, Inc.

Court of Common Pleas
Philadelphia County, Pennsylvania

Tarvasha Cropp vs. Gene Reed Toyota, Inc.

Court of Common Pleas for the 9th Judicial Circuit
Charleston County, South Carolina

Conrad Tucker vs. Findlay Management Group d/b/a Findlay Toyota
Mary Lou Tucker Tommy Taylor
Richard Kaye
Kirk (Doe)
John Barr

District Court, Clark County, Nevada

Wendy Sue Schroeder vs. American Honda Finance Company
Biom Solutions, Inc. d/b/a Acura of Charleston
d/b/a McDaniels Acura / Porsche
Bill McDaniels

Court of Common Pleas for the 9th Judicial Circuit
Charleston County, South Carolina

Jo Carol Kendrick, et al vs. State Farm Mutual Automobile Insurance Company

11th Circuit Court, Dade County, Florida

Paulino Morales vs. Fresno Dodge, Inc.
Sandra Vera Wells Fargo Bank

Superior Court, Fresno County, California

Barbara Traverse, et al vs. Fresno Dodge, Inc.

Superior Court, Fresno County, California

Cathy Williams vs. St. Lucie County School Board
McCreary Corporation
Fringe Benefits Management Company

19th Circuit Court, St. Lucie County, Florida

Michael M. Ciccarone vs. B.J. Marchese, Inc.
Rhonda Mekosh Benjamin Marchese, Jr.
Michael Mekosh Benjamin Marchese, III

United States District Court
Eastern District of Pennsylvania

Garry Ioffe vs. Skokie Motor Sales, Inc. d/b/a Sherman Dodge

United States District Court
Northern District of Illinois
Eastern Division

Jennifer Neal vs. Bavarian Motors, Inc.
Aded Benaleou
Ashir Benaleou
MFN Financial Corporation
Mercury Finance Company, L.L.C.
Consumer Portfolio Services, Inc.

Court of Common Pleas
Philadelphia County, Pennsylvania

Brian Togyer vs. Gunther Motor Company of Plantation, Inc. d/b/a Gunther VW
Volkswagen of America, Inc.
VW Credit, Inc.

17th Circuit Court, Broward County, Florida

Caroline N. Anderson vs. Ed Voyles Automotive Group, Inc.
Ed Voyles Motor Company

Superior Court, Cobb County, Georgia

Joseph Fox vs. Independence Chrysler-Plymouth, Inc.

Court of Common Pleas
Philadelphia County, Pennsylvania

Theodore W. Creighton vs. Fairway Automotive Group, Inc.
d/b/a Fairway Cadillac

Court of Common Pleas
Philadelphia County, Pennsylvania

Stephen Craig Gamble vs. Washington Mutual Home Loans, Inc.
Treyne Gamble

United States District Court
Northern District Of Alabama
Southern Division

Sandra Smith vs. General Motors Corporation
Anthony Smith General Motors Acceptance Corporation
The Walker Auto Group, Inc.

Court of Common Pleas
Montgomery County, Ohio

Alfredo Alfonso vs. Allstate Insurance Company
Carmen Alfonso

11th Circuit Court, Dade County, Florida

Raymond Clausung vs. Toyota Of North Hollywood, Inc.
Donald Hankey
Chris Ashworth

Superior Court, Los Angeles County, California

Zachary Casella vs. Southwest Dealer Services, Inc.
Eric Hamann
Superior Court, Orange County, California

Angela "Dawn" Welch vs. Suntrup Hyundai, Inc.
Circuit Court of Jefferson County, Missouri

Tamara Holland vs. GMAC Mortgage Corporation
Bryan Holland
United States District Court
District Of Kansas

Virginia Galura, et al vs. Sonic Automotive, Inc.
13th Circuit Court, Hillsborough County, Florida

Shonte Howard vs. Gateway Chevrolet - Oldsmobile, Inc.
American Arbitration Association
Cook County (Chicago), Illinois

Alex Karakhanov vs. MBNA America Bank, N.A.
United States District Court
Eastern District Of Missouri

Christine Olson vs. Hembrough Chrysler, Jeep, Dodge, Inc.
Joyce Olson
Circuit Court, Rock County, Wisconsin

Kathleen Rollinson vs. Maroone Chevrolet Ft. Lauderdale, Inc.
Keith Rollinson
17th Circuit Court, Broward County, Florida

Yamile Botella vs. Klein Motors, Inc. d/b/a Ford Of North Miami Beach
11th Circuit Court, Dade County, Florida

Charis Armstrong vs. Legend Automotive Group, Inc. d/b/a Legend Mazda

American Arbitration Association
Kansas City, Missouri

Charles E. Campbell vs. Charlie Earehart, Inc.
Peggy L. Campbell DaimlerChrysler Corporation
Chrysler Financial Company, L.L.C.

Circuit Court, Kanawha County, West Virginia

Betty J. McGilberry vs. Equifax Information Services, L. L. C.
Experian Information Solutions, L. L. C.
Direct Merchants Bank
Sherman Acquisition, L. P.

United States District Court
Southern District of Alabama
Southern Division

Mark Harvey vs. Power Ford
Linda Harvey AutoNation

Superior Court, Los Angeles County, California

Lewis Bennett vs. Cherry Hill Dodge, Inc.

JAMS New York Arbitration

Benson C. Okafor vs. G.F.B. Enterprises, L.L.C. d/b/a Lexus of Kendall

11th Circuit Court, Dade County, Florida

Donna Farley vs. Crystal Williams
U.C. Lending

United States District Court
Western District of New York

Suzanne Frink vs. Sonic - Plymouth Cadillac, Inc. d/b/a Don Massey Cadillac
General Motors Acceptance Corporation

Circuit Court for the County of Wayne, Michigan

A. Joseph Pizzi vs. Ford Motor Company
Ford Motor Credit Company
Hooley Family Management, Inc.

17th Circuit Court, Broward County, Florida

Jodi Ann La Chapelle-Glass vs. Potamkin Chevrolet, Inc.
Michael Lee Glass d/b/a Potamkin South

11th Circuit Court, Dade County, Florida

Dawn Hommes vs. Darlene Maupin f/k/a Darlene Moppin
Bellsouth Telecommunications, Inc.

17th Circuit Court, Broward County, Florida

Jill S. Simpson vs. Central Valley RV Outlet, Inc.

Superior Court, Fresno County, California

Danny Martin Rosten vs. Morgana Motors, Inc.
Thomas Morgana
A.V. Autolane

Superior Court, Los Angeles County, California

Brian W. Sevilla vs. Anderson Chevrolet
Cynthia Alfsen Autonation USA Corporation
Ramiro M. Alvarez

Superior Court, San Mateo County, California

Atlantic Financial Services, Inc. vs. Amy Shoemaker, et al
Sue Walker, et al
vs.
Pro Car Auto Group, Inc.

Steubenville, Ohio Municipal Court

Peggy Ann Holdman Simmons vs. Hansel Ford, Inc.
Jamaal McKinley Holdman Gray

Superior Court, Sonoma County, California

Clayton Eugene Schauer vs. Morse Operations, Inc. d/b/a Ed Morse Chevrolet
General Motors Acceptance Corporation

17th Circuit Court, Broward County, Florida

Jose Cerda vs. Sage Automotive Group
Glendale Nissan

Superior Court, Los Angeles County, California

Hector M. Velasco vs. Auto Nation USA of Perrine, Inc.
d/b/a Maroone Nissan of Kendall

11th Circuit Court, Miami-Dade County, Florida

John Chapman vs. King Motor Company of South Florida
Terry G. Villaire

American Arbitration Association

William Carbo, et al vs. A&M Merchandising, Inc., et al

Superior Court, Hudson County, New Jersey

Linda Trout, et al vs. Vineland Mitsubishi, et al

Superior Court, Cumberland County, New Jersey

Douglas Holloway vs. Monaco Coach Corporation
Rita Holloway

United States District Court
District of Delaware

Ben Martinez, Jr. vs. Chase Chevrolet
Isaiah Martinez General Motors
Howell Ventures, Ltd.
Specialty Services

Superior Court, San Joaquin County, California

Bethany Howell vs. Dolphin Automotive, Inc.

17th Circuit Court, Broward County, Florida

GSI Security & Protection Services vs. Bill Heard Chevrolet Corp. - Las Vegas
Guardian Security, Inc. Western Surety Company
Kevin Murray

District Court, Clark County, Nevada

Marilyn Wagner, et al vs. Fredrick L. Culp
Murray Motor Import Company

District Court, Denver County, Colorado

Christopher Trout vs. BMW of North America
BMW Financial Services
Desert BMW of Henderson

United States District Court
District of Nevada

Ford Motor Credit Company
vs.

Mario Lara and Elvira Mares

vs.

Tamiami Ford, Inc. and Joe D. Lowdermilk

20th Circuit Court, Collier County, Florida

David Coleman vs. Lazy Days RV Center, Inc.

United States District Court
Middle District of Florida
Tampa Division

Coconut Grove Bank vs. St. Paul Mercury Insurance Company

11th Circuit Court, Dade County, Florida

United States of America vs. Angel Hernandez
David Brown
Richard Brown
Nelson Datil

United States District Court
District of Connecticut

Paul J. Wise vs. Olshan Hotel Management, Inc.
John J. Dougherty
Marco Beach Hilton, Inc.

20th Circuit Court, Collier County, Florida

Eddie M. Diaz vs. Paragon Motors of Woodside, Inc.
AmeriCredit Financial Services, Inc.

United States District Court
Eastern District of New York

Frank McCorkle vs. S&H Charleston, Inc. d/b/a Charleston Mitsubishi
Mary McCorkle Tierre L. Hilliard
Frances McCorkle Mirtikis B. Jamison

Court of Common Pleas
Orangeburg County
South Carolina

Yale I. Turner vs. Home Depot, U.S.A., Inc.

Boston Municipal Court
Massachusetts
Central District

Motor World, Inc. vs. Impulse Sales, Inc. d/b/a United Charities of America
Auto-Owners Insurance Company

17th Circuit Court, Broward County, Florida

William F. Collins vs. State of California
Barbara Y. Collins et al

Superior Court, San Joaquin County, California

Angela J. Eredita vs. TT of Coconut Creek, Inc. d/b/a Fairbanks Dodge

17th Circuit Court, Broward County, Florida

Jennifer Jackson vs. General Motors Acceptance Corporation
Morse Operations d/b/a Ed Morse Chevrolet

17th Circuit Court, Broward County, Florida

Mortgage Electronic Registration Systems, Inc. vs. Reginald W. Turner, et al
Desiree Gerhardt (3rd party) vs. Jane Doe, et al (3rd party)

12th Circuit Court, Lincoln County, New Mexico

Gail L. Opgenorth vs. Hesser Toyota, Inc., et al

Circuit Court, Jefferson County, Wisconsin

Brian Cook vs. Coral Springs Nissan, Inc.

American Arbitration Association

State of Texas vs. Burns Motors, Inc.

275th Judicial District Court
Hidalgo County, Texas

William Wood vs. David Stanley Dodge, L.L.C., et al

District Court, Oklahoma County, Oklahoma

Luisa B. Hernandez vs. International Mall Motor Company
d/b/a Esserman International Kia

United States District Court
Southern District of Florida

Coleman McCall, Jr. vs. Drive Financial Services, L.P.
et al Drive GP, L.L.C.

Court of Common Pleas
Philadelphia County, PA

Petit Paul Dorestin vs. Hollywood Imports, Inc.
Jeannette K. Dorestin d/b/a Maroone Honda of Hollywood

17th Circuit Court, Broward County, Florida

Crystal Eastwood vs. American Family Mutual Insurance Company
Ivey Eastwood a/k/a American Family Insurance Group
American Family Life Insurance Company

Circuit Court, Multnomah County, Oregon

Copans Motors, Inc. d/b/a Champion Audi vs. Rosario Contreras

17th Circuit Court, Broward County, Florida

Ford Motor Credit Company vs. Sudesh Agrawal

Court of Common Pleas, Cuyahoga County, Ohio

June C. Marsh vs. Treasure Coast Motor Sales, Inc. d/b/a Toyota of Stuart, et al

American Arbitration Association

Hazel M. Elkins vs. Tri-State Chrysler Jeep, LLC
Sharon Frye Wells Fargo Financial Acceptance West Virginia, Inc.

Circuit Court
Lincoln County, West Virginia

First Union National Bank vs. Indian River Enterprises, Inc.
James E. Martin

17th Circuit Court, Broward County, Florida

Cesario Guajardo vs. Avondale Automotive Imports, Inc.
et al

Superior Court, Maricopa County, Arizona

Michael Chaparro vs. Palm Beach County Sheriff's Office

15th Circuit Court, Palm Beach County, Florida

Ricky L. Ward vs. Clarion Mortgage Capital, Inc.
Karen A. Ward Scott L. Davis

District Court of Johnson County, Kansas

Quinyon L. Washington vs. Bob Howard Chevrolet, Inc.
Bank Of Oklahoma, N.A.

District Court, Oklahoma County, Oklahoma

Linda Economus vs. Jay Pontiac, Inc. d/b/a Jay Honda
John Economus American Honda Finance Corporation
Honda Lease Trust
James E. Baka
Michael Stoughton

Court of Common Pleas, Cuyahoga County, Ohio

Nelida Otero vs. Potamkin Toyota, Inc.
World Omni Financial Corporation

11th Circuit Court, Miami-Dade County, Florida

Kevin K. Gable vs. Don Mealey Chevrolet, Inc.
April L. Gable d/b/a Courtesy Chevrolet On West Colonial

American Arbitration Association

Sandia McKay vs. Sunset Pontiac - GMC Truck So., Inc.
d/b/a Autoway Pontiac GMC & Autoway Pontiac GMC-South

6th Circuit Court, Pinellas County, Florida

Altramease Kelly vs. Chrysler Financial
Hollywood Chrysler Jeep

American Arbitration Association

Jessica Tome vs. State Farm Fire & Casualty Insurance Company

15th Circuit Court, Palm Beach County, Florida

Jimmie V. Giles vs. EMC Mortgage Corporation
Vivian D. Giles

13th Circuit Court, Hillsborough County, Florida

Helen L. Betts vs. HSBC Mortgage Services, Inc.
Allen Betts Decision One Mortgage Company, LLC

District Court, Wyandotte County, Kansas

Vernon Marquis vs. Off Lease Only, Inc.
Riverside National Bank Of Florida

American Arbitration Association

Martha Ann Cooper vs. Americas Servicing Company
Wells Fargo Bank, N.A.

United States District Court
Northern District of Alabama
Southern Division

Rocky Edwards vs. Spreen, Inc.
Jon Richert Greg Spreen
Jeffrey Spreen
Chet Spreen

Superior Court of California
County of San Bernardino

David Moses vs. Automax
Tammy Moses Hyundai Motor Finance Company
Hyundai Motor America
Curtis Hall

District Court
Oklahoma County, Oklahoma

Toni McKnight vs. William Lehman And Associates, Inc.
d/b/a William Lehman Mitsubishi
Household Automotive Finance Corporation

County Court, Broward County, Florida

Mark Miller vs. Gulf Coast Dodge, Inc.

20th Judicial Circuit Court, Lee County, Florida

Bernard Halperin vs. Off Lease Only, Inc.

American Arbitration Association

Gina Yang, et al vs. Oscar Madrid
DC Auto Decor, Inc.
Theodore R. Pietras
Performance Sales And Service Inc. (Henderson Nissan)

District Court, Clark County, Nevada

Huntington National Bank vs. Karen Lynette Bennett
Courtney C. Bennett

13th Judicial Circuit Court
Hillsborough County, Florida

Larry Card vs. DaimlerChrysler Corporation
Frontier Dodge d/b/a Fireside Dodge

Superior Court of California
County of Stanislaus

Ronald K. Wingard vs. Marhofer Chevrolet, Inc.
Marrienne Wingard Ronald Marhofer
James Shannon

Court of Common Pleas
Summit County, Ohio

Lonnie Levine vs. Mercedes-Benz USA, LLC
Encino Motorcars, LLC d/b/a Mercedes-Benz Of Encino

Superior Court of California
County of Los Angeles